

shall be placed at each side of each driveway entrance prior to occupancy of the residence on such Tract. Said lights must, at all times, operate from dusk to dawn. The lighted posts shall be installed so that electrical wires do not cross any drainage channels.

(ee) Any additions/alterations connecting to the front or side elevations greater than 1½ feet in height (i.e. flowerbeds, walls, etc.) or additions/alterations not connected to the residence but placed in the front or side (perpendicular to the rear point of the side elevation) of the tract greater than 1½ feet in height (i.e. flowerbeds, walls, fountains, etc.) must be compatible in material and color to the home and approved in advance by the Architectural Committee.

6.07 Completion of Construction. Each residence constructed on each Tract and other improvements associated therewith shall be completed within one (1) year after commencement thereof unless otherwise approved by the Architectural Committee. For purposes of this paragraph, "commencement" shall mean the date on which the "building permit" is issued by the City and "completed" shall mean the date on which the City issues the "certificate of occupancy." Prior to issuance of the Certificate of Occupancy by the City, Owner will be required to install and maintain at a minimum the following items: (a) sod grassing over the entire Tract, (b) at least one (1) tree for every thirty-five (35) feet of road frontage planted non-uniformly in the front yard of the Tract as required per City ordinance, and (c) a minimum five (5) foot wide foundation landscape planting bed with primary landscape shrubs to be minimum three (3) gallon size, plant variations consistent with the neighborhood and surrounding homes and three (3) gallon minimum shrubs in front of all street visible utilities and mechanical service boxes, including air-conditioning condensers, septic pump systems, electric and gas meters. Street side utilities (above ground gas, electric, telecommunication, etc.) in excess of 18" height shall be screened with landscape shrubbery in front and on all sides.

(a) Hydromulch grassing is strictly prohibited.

6.08 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Subdivision whether upon individual Tracts, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision. All utility service facilities (including, but not limited to, water, sewer, gas, electricity, cable television and telephone) shall be buried underground unless otherwise required by a public utility.

6.09 Minimum Floor Area.

(a) The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, shall be not less than four thousand square feet (4,000 sq ft.).

(b) Each two (2) story dwelling constructed on a Lot shall contain a minimum of three thousand five hundred square feet (3,500 sq ft) of air-conditioned ground floor area (exclusive of porches, garages, or breezeways attached to the main dwelling). The second floor of each one and one-half (1-1/2) story or two (2) story dwelling shall not contain enclosed area

of more than eighty percent (80%) of the number of square feet contained in the ground floor area.

6.10 Building Materials. The total exterior wall area (excluding windows, doors and gables) of each building constructed or placed on a Tract shall contain not less than ninety percent (90%) (or such higher percentage as may be required by the City) masonry (including brick, brick veneer, stone, stone veneer and stucco, but specifically excluding "Hardi Plank" or similar cementaceous products) or other material that is approved by the Declarant or the Architectural Committee.

6.11 Sideline and Front Line Setback Restrictions. No dwelling shall be located on any Tract nearer to the front Tract line nor nearer to the side Tract line than the minimum setback lines shown on the Plat of the Tracts or as may be required by the City.

6.12 Mailboxes. Mailboxes shall be constructed of brick or stone only and shall have a design compatible with the main residence and placed at the driveway entrance and approved by the Declarant or the Architectural Committee (unless gangboxes are required by the U. S. Postal Service). Installation of the mailbox for a Tract shall be completed prior to occupancy of the residence on such Tract.

6.13 Window Treatments. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

6.14 Chimneys; Roof Protrusions. All fireplace flues, smoke stacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the exterior of the main dwelling. Materials would include brick, stone, or stucco. Hardi-plank, Hardi-board, or other similar cementitious material is strictly prohibited. Chimneys located at the front of the residence shall be constructed with the same primary exterior masonry material as the residence unless otherwise approved by Declarant or the Architectural Committee. No roof vents, vent pipes or other protrusions (other than fireplace flues, smokestacks, spark arrestors or chimneys described above in this Section 6.14) shall be located on the front portion of any residence in a manner visible to the public, except that such roof vents, vent pipes and other protrusions may be located on the sides and rear portions of the roof of such residence if they are of a color matching the roof color or made of a material approved by the Architectural Committee and compatible with the roof coloring.

6.15 Septic Tank. All septic tanks shall be built and at all times operated and maintained in accordance with all local, state and federal rules, laws, codes and regulations regarding the same, and shall be kept at all times in compliance with all national building codes regarding same. All septic tanks shall be chemically treated or otherwise serviced at reasonably sufficient intervals, in conformity with good practice and procedure, and pursuant to all rules and regulations established by the Board of Directors of the Association regarding the same.

6.16 Fences and Walls.

(a) In all cases, the design, material and color of any fencing must have specific approval from the Architectural Committee prior to construction. All fences shall, in addition, comply with any specific requirements for fencing imposed by the City. Except as provided below in this Section 6.16, fences shall not exceed six feet (6') in height and shall be of "open

construction," and not solid, including picket and wrought iron style fencing as described below. No fencing shall be permitted in front yard areas or side yard areas extending beyond the residence facade, except as provided below in this Section 6.16.

(b) Fencing shall be constructed strictly in accordance with the following provisions of this Section 6.16(b).

(i) Wrought Iron Style Fencing. Wrought iron style fencing shall be the preferred fencing material for the Subdivision. Wrought iron style fencing shall be composed of metal including iron, steel, aluminum or other material approved by the Architectural Committee. Maximum height for wrought iron style fencing shall be six feet (6'). Wrought iron style fencing shall be the only fencing allowed in the front-yard area, as well as side and rear-yard areas, extending from the front building line of the residence to the front Tract line of the residence (exclusive of any masonry columns that may be intermittently installed as fence posts). Masonry columns used as fence posts may not exceed seven feet (7') in height.

(ii) Chainlink Fencing. Chainlink fencing may only be used for dog runs and tennis courts, must be colored with a black or green vinyl coat and must be placed at the rear of a Tract in a manner not offensive to neighbors and must be visually screened with climbing roses, hedges or other evergreen shrubbery planted along the outside of the fence so that the fence is totally and permanently screened throughout the year from public view and adjacent Tracts. Chainlink fences used for dog runs shall have maximum height of six feet (6'). Chainlink fences used for tennis courts shall have a maximum height of ten feet (10').

(iii) Wood Fencing. Solid wood privacy fences are permitted around swimming pool areas only, subject to the following: (A) the privacy fence must be built with finished side facing the exterior of the Tract, (B) the privacy fence must not be built further than thirty feet (30') from the water's edge of the swimming pool, (C) the privacy fence must be screened from public view with evergreen shrubs or trees, and (D) the height of the privacy fence cannot exceed six feet (6'). Picket fencing shall comply with the standards and requirements of the City, shall not exceed four feet (4') in height and shall not be permitted in front-yard areas or side-yard areas extending beyond the facade of the residence. Pickets must have a finial shaped top or other design approved in advance by the Architectural Committee.

(c) Declarant and/or the Association shall have the right, but not the obligation, to erect, install, maintain, repair and/or replace fences, walls and/or screening landscaping within (i) that portion of any Tract situated along the perimeter of the Subdivision as shown on the Plat, or (ii) any portion of the Subdivision not comprising any portion of a Tract or dedicated street or alley. Any fence, wall or sprinkler system shall be the property of the Owner of the Tract on which such fence, wall or

sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth herein. Notwithstanding the foregoing, Declarant shall be allowed to install in the Common Area any walls and other fencing Declarant deems appropriate that may not comply with the restrictions set forth herein, including, but not limited to, split rail fencing and masonry walls. Only Declarant is allowed to install fencing within the Common Area.

6.17 Windows and Skylights. Windows, jambs and mullions facing a street shall be of wood, wood with a non-wood exterior cladded or cladding surface or of high-quality vinyl "Simulated Divided Light" (with exterior muntins and visible frame of two inches (2") or greater) construction. Wood or cladded surface wood windows shall be of the following brand names, unless otherwise approved by the Architectural Committee: Anderson, Marvin, Lincoln, Caradco, Pella or Crestline or equal quality and style. High-quality vinyl "Simulated Divided Light" windows shall be Showcase or Certainteed brands or equal quality and style unless otherwise approved by the Architectural Committee.

6.18 Exterior Surfaces. All wood, hardboard or stucco surfaces on the exterior of a residence shall be painted or stained with a color compatible with the remainder of the residence and approved by the Architectural Committee.

6.19 No Duplication. No residence shall be duplicated within three (3) Tracts of the residence being duplicated with a substantially similar exterior, *i.e.* facade and brick color.

6.20 Roofs. All homes must have tile roofs, simulated tile roofs, or composition shingles (of random tab style and with at least 30-year (240 lb.) minimum rating), unless express approval to use other material is obtained from the Architectural Committee. Metal roofs are expressly prohibited. However, copper flashing or other metal material approved by the Architectural Committee is permitted in limited use such as over bay windows and cupolas. All roofs shall have a 10/12 pitch or greater on front elevation and 8/12 or greater on rear elevations unless otherwise approved by the Architectural Committee; provided, however, homes with tile roofs may have a 6/12 pitch or greater. Any residence allowed by this Declaration or by the Architectural Committee to be constructed with a roof pitch of less than 10/12 on the front elevation or 8/12 on the rear elevation must have a barrel tile roof or other tile product roof approved by the Architectural Committee. Wood shingles or simulated wood shingles are expressly prohibited.

6.21 Gas Tanks. No butane or propane tanks shall be allowed on any Tract.

6.22 Swimming Pools.

(a) The water's edge of any swimming pool may not be closer than thirty feet (30') to any property line and must be located in all cases behind the front building line and enclosed in a "child proof" fence that conforms to the requirements of Section 6.16.

(b) Above ground swimming pools are strictly prohibited.

6.23 Tennis Courts. Plans and specifications for tennis court construction and any associated fencing must be submitted to the Architectural Committee prior to construction commencement. Tennis courts are allowed within building setbacks but must be at least five feet (5')

from a Tract line and outside of any drainage or utility easement. Tennis courts are allowed within building setbacks, but must be placed at the rear of the Tract behind the residence at a distance greater than five feet (5') from any Tract line and outside of any drainage or utility easements. All tennis courts shall be approved by the Architectural Committee prior to construction and shall comply with the construction standards regarding court dimensions, materials and colors recommended by the United States Tennis Association.

6.24 Tree Plantings. Owner will be required to plant trees (of City approved species) on their Tract frontage along street outside of the street right-of-way areas, at an average of thirty-five feet (35') on center. Non-uniform planting of trees is encouraged. The planting plan shall be submitted to the Architectural Committee for approval with the construction plans. Approved trees are listed below and are defined as acceptable Trees in accordance with City of Parker Ordinance 156.01: Pecan, Texas Ash, Eastern Red Cedar, Chinese Pistachio, Austrian Pine, Burr Oak, Live Oak, Red Oak, Sycamore, and Lacebark Elm. Any other tree species must be approved by the Architectural Committee. Further, all trees must meet a minimum four inch (4") caliper. Palm trees will be expected to have a minimum trunk height of eight (8) feet. In accordance with City of Parker Ordinance 156.01, the following trees are not permitted: Arizona Ash, Chinese Tallow, Cottonwood, Siberian Elm, Honeylocust, Hackberry, Mimosa, Fruitless Mulberry, Pin Oak, Poplar, Silver Maple, and Italian Cypress.

6.25 Requirements Related to Construction. Temporary portable toilet facilities shall be supplied by the Owner or Owner's builder at the beginning of construction for each Tract and shall remain in place until the end of the construction cycle. Temporary portable toilet facilities must be placed on the Owner's Tract and not in the street or street right-of-way. Owner or Owner's builder shall establish adequate erosion control (in accordance with Environmental Protection Agency guidelines) on the Tract prior to construction and shall ensure that it remains in place until permanent sod or grassing is established. Owner or Owner's builder shall ensure that at all times the Tract is kept "NEAT AND ORDERLY" and that all construction-related debris and garbage is properly deposited and contained in a trash bin or dumpster that shall be emptied on a regular basis.

6.26 Driveway Culverts. Concrete driveway culvert(s) are required for all driveway crossings in accordance with the specifications shown on Development Plans or the Plat of the Subdivision approved by the City. At least one (1) driveway culvert shall be installed with a crossing pad before commencement of construction, including a gravel construction entrance pad. Driveway culverts shall have smooth-finished concrete ends or shall be finished with masonry.

6.27 Builder Approval.

(a) The Architectural Committee shall have broad discretion in the approval/disapproval of builders applying to build in the Subdivision, including, but not limited to, the following criteria: builder's demonstrable, successful experience building homes with construction costs exceeding \$125.00 per square foot (excluding lot cost) in neighborhoods where new homes were sold in the \$600,000.00 range.

(b) Builder approval for a given project does not constitute approval or approved builder status in the community for future projects. The Architectural Committee shall have broad discretion in approval/disapproval of builders.

6.28 General Tract Maintenance.

(a) Each Owner shall be responsible for the appearance and condition of such Owner's Tract in a neat, clean, orderly and sightly condition. In the event an Owner fails to (i) control weeds, grass and/or other unsightly growth, (ii) remove trash, rubble or other debris, or (iii) exercise reasonable care or conduct to prevent or remedy any unclean, untidy or unsightly condition, which failure continues for a period of five (5) days after written notice to Owner from the Association or Declarant, then Declarant or the Association shall have the authority and right to go onto said Owner's Tract for the purpose of mowing and cleaning said Tract and shall have the authority and right to assess and collect from the Owner of said Tract a reasonable charge for mowing or cleaning said Tract on each respective occasion of such mowing or cleaning. The assessments, together with interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Tract at the time when the assessment occurred. The provisions of this Section 6.28 shall not apply to Declarant or any Tract owned by Declarant until such time as the total number of votes entitled to be cast by the Class A Members equals the total number of votes entitled to be cast by the Class B Members.

(b) Each Owner of a vacant lot will be assessed an additional \$500.00 fee with their annual assessment which will be used for the purpose of maintenance of their vacant lot. Any amount not used will be paid back to the lot owner. Any additional funds needed to maintain said vacant lot will be billed to each Tract Owner. The maintenance of the vacant lots will be kept in accordance with the requirements spelled out in 6.28 (a) General Tract Maintenance and the responsibility of the Board of Directors to monitor and schedule work needed.

(c) Trash/Recycle Bins. Storage location of the polycarts for garbage and recycle should be out of public view except on trash collection days. This could be by placement behind landscape screening, brick wall or elsewhere outside of public view.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.01 Architectural Committee. There is herewith created an Architectural Committee (herein so called) composed of no more than three (3) members. A majority of the Architectural Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor by majority vote. At any time after January 1, 2010, the Members holding fifty-one percent (51%) of the membership votes represented at a meeting of the Members at which a quorum is present, in person or by proxy, may change the membership of the Architectural Committee or withdraw from or restore to the Architectural Committee any powers and duties. No Member of the Architectural Committee shall be entitled to any compensation for services performed hereunder.

7.02 Approval of Plans. No building may be erected, placed or altered on any Tract until the construction plans and specifications plat, showing the location of the structure and the landscaping plan, have been approved by the Architectural Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade

elevation. The Architectural Committee's approval or disapproval required in these covenants must be in writing. A final inspection upon completion of construction may be required insuring compliance with plans and specifications as submitted to the Architectural Committee. In the event the Architectural Committee or its designated representative fails to approve or disapprove the plans and specifications in writing within thirty (30) days after working drawings and written detailed specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be deemed to have been given and there is deemed to have been compliance with these restrictions. It is the general purpose of the Architectural Committee to provide for the maintenance of high standards of architecture and construction in such a manner as to enhance the aesthetic purposes of the improvements to the Subdivision. The Architectural Committee is guided by and controlled by this Declaration except when in their sole discretion good planning would dictate to the contrary.

7.03 Documents. Incident to obtaining approval by the Architectural Committee for any building to be erected, placed or altered on any Tract, Owner shall provide the Architectural Committee with three (3) sets of each of the following documents for the Architectural Committee's review and consideration:

- (a) Site Plan. Site plan (11" x 17") with footprint of residence on Tract showing dimensions, building setback lines, drainage and utility easements, lot swales, drainage channel monuments, proposed crossing culvert locations and RCP sizes, utility service locations, outbuildings, fencing, swimming pools, tennis courts and other proposed improvements and flatwork. Site plan must show existing Tract grade levels and proposed grade level adjustments.
- (b) Construction Drawings. Construction drawings (11" x 17") -- floor plans, elevation plans, mechanical plans and electrical plans.
- (c) Materials and Color Specifications. Materials and color specifications for exterior materials only, including, primary facade materials, roofing, windows, doors, garage doors, cornices, trim, chimneys, cast stone, etc. Specifications for driveways, light posts, mailboxes, swimming pools, fountains, tennis courts, etc. Sample pictures, color swatches and drawings are requested.
- (d) Builder. Provide name, address and telephone number of the builder who will build the residence and evidence including, but not limited to, addresses of homes that the builder has constructed that meet or exceed the experience qualifications for this Subdivision.
- (e) Landscape Plan. Landscape plan shall be drawn for each Tract, which plan shall show the following items at a minimum: (i) fencing and hardscape locations, materials specifications and color; (ii) general landscape design, including planting areas and beds, berms, ponds, etc.; (iii) irrigation plan; and (iv) lighting plan, if applicable.

7.04 Non-Liability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration, unless the loss, damage or injury are due to the willful misconduct or bad faith of the Architectural Committee or its members. The Architectural Committee does not warrant that any improvements conform to the submitted plans and specifications therefore or that the improvements are safe or habitable. No Owner may rely on Architectural Committee inspections with respect to the quality or condition of any improvements constructed within the Subdivision.

7.05 Timeframe Limitation of Construction Plan Approval. Plans submitted and approved by the Architectural Committee, but having no foundation poured within a period of 6 months of approval will be required to resubmit for re-approval to the Architectural Committee prior to building and will be reviewed in accordance with the then current Declaration of Conditions, Covenants, and Restrictions.

ARTICLE VIII

EASEMENTS

8.01 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded plat of any part of the Subdivision. No structure may be erected within such easements and no fence shall be constructed across any such utility easement without the permission of the affected utility providers; provided that when an Owner owns adjoining Tracts, improvements may be constructed on the reserved utility easements on the abutting property lines, with the approval of the Architectural Committee and no replat consolidating the adjoining Tracts should be required. Full rights of ingress and egress shall be had by the Association over and upon each Tract for the maintenance of the Common Area in accordance with the provisions hereof and for the carrying out by the Association of its functions, duties and obligation hereunder; provided, that any such entry by the Association upon any Tract shall be made with as little inconvenience to the Owner as practical and any damage caused by the Association's entry, other than damage caused by the Owner, shall be repaired by the Association at the expense of the Association. An easement is hereby granted to all police, fire protection, ambulance and other emergency and service vehicles to enter upon the Common Area, including, but not limited to, private drives, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Common Area and private drives to render any service.

8.02 Additional Easements. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Tract lines to the residences. Declarant reserves easements for the purpose of erecting and maintaining permanent fencing along adjacent roadways, landscaping along the same and entry features (landscaping, features and the like) about the entrances to the Subdivision. Declarant and the Association reserve the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. The Association shall be responsible for mowing weeds and grass and to keep and maintain the Common Areas in a neat

and clean condition. By acceptance of a deed to any Tract, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Tract, including those easements constituting Common Area.

8.03 Common Area Easements. Declarant, for the benefit of Declarant and the Association and their successors and assigns, hereby reserves a landscape and fencing easement as shown on Exhibit B attached hereto, which shall be used for the benefit of the Subdivision, including fencing and a masonry or other type of screening wall along McCreary Road, landscaping and irrigation between such fencing and wall and the street, entry area landscaping, irrigation, walls and signage, and such other uses and purposes which the Association determines in its sole discretion will benefit the Subdivision.

8.04 Certain Common Area Conveyance. Declarant shall dedicate and convey to the Association by separate deed, without consideration, fee simple title to those portions of the Common Area owned by Declarant and being identified on the Plat as common area easements, at such time as (i) fifty percent (50%) of the Tracts are owned by Owners other than Declarant, and (ii) Declarant's development loan for the Subdivision has been paid in full and a corresponding final release of lien securing such development loan has been filed of record in Collin County, Texas.

ARTICLE IX

GENERAL PROVISIONS

9.01 Violation of Restrictions and Covenants. If any person or persons violate or attempt to violate any of the restrictions or covenants herein or the other provisions of this Declaration, it is lawful for any other person or persons owning any real property situated in the Subdivision or the Association to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant and either prevent him or them from doing so, or to correct such violation, or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained in no event is deemed a waiver of the right to do so thereafter against any person who has violated a covenant or expressed an intent to violate a covenant or is in the process of violating a covenant. Invalidation of any one or any part of these restrictions by judgment or Court order in no way affects any of the other provisions or part of provisions which remain in full force and effect.

9.02 Right to Enforce. Enforcement of the covenants and restrictions herein is done by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or to recover damages.

9.03 Termination. The covenants, conditions, restrictions and other provisions of this Declaration shall run with the land and are binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded in the Real Property Records of Collin County, Texas, after which time said covenants, conditions, restrictions and other provisions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of fifty-one percent (51%) of the Tracts and recorded in the Real Property Records of Collin County, Texas.

which instrument terminates this Declaration; provided, however, that no such agreement to terminate this Declaration shall be effective unless made and recorded at least one (1) year in advance of the effective date of such termination; and provided further, however, that so long as Declarant and/or the owner of any land added to the scheme of the restrictions imposed hereby in accordance with Article XI hereof own at least five percent (5%) of the Tracts within the Subdivision, no such termination shall be effective without the prior written approval of Declarant. This Declaration or any provision hereof or any covenant, condition or restriction contained herein may be modified or amended with the written consent of the Owners of fifty-one percent (51%) of the Tracts; provided, however, that so long as the Declarant and/or the owner of any land added to the scheme of restrictions imposed hereby in accordance with Article XI hereof own at least five percent (5%) of the Tracts within the Subdivision, no such amendment or modification is effective without the prior written approval of Declarant. No such modification or amendment is effective until a proper instrument in writing has been executed and acknowledged and filed for record in the Real Property Records of Collin County, Texas.

9.04 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or charges contained herein by judgment or Court order will not affect the validity of any other covenant, restriction, condition or charge set forth herein, which remain in full force and effect for all purposes.

9.05 Waiver. Notwithstanding any of the above provisions, the Architectural Committee is hereby given the authority to waive in writing, any restriction or covenant herein contained, when in the reasonable opinion of the Architectural Committee, the proposed waiver will add to the appearance and value of the subject property and to the Subdivision as a whole and will not detract from the appearance or value of other properties in the Subdivision.

9.06 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration.

9.07 Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

9.08 Disputes. Disputes or disagreements between Owners with respect to the interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors of the Association whose reasonable determination shall be final and binding upon an Owner.

ARTICLE X

SPECIAL PROVISIONS REGARDING THE RIGHTS OF THE CITY

10.01 Obligation of the Association. The Association has and shall have the sole responsibility to maintain the Common Area as provided herein in a condition not less than the

minimum standards required by the City. The Association's costs of maintaining the Common Area will be collected from the Owners through assessments as provided in Article III hereof.

10.02 Rights of the City. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Area. However, in the event that:

(a) The Association dissolves and the Common Area shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to the purposes as nearly as practicable to the same as those to which such Common Area was required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Area; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Area which the Association is obligated to maintain hereunder; then, in either such event, the City shall have the right, but not the obligation, thereafter to temporarily perform the Association's maintenance obligations of all or the relevant portions of such Common Area at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of ten (10) days after receipt by the Association, or by the Association's successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. The City may collect the assessment levied by the Association pursuant to the provision hereof for the purposes of reimbursing the City's expenses incurred for repairing, replacing, maintaining or caring for the Common Area; and, if necessary, the City may enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, if temporarily performing such maintenance obligations, the City may levy an assessment upon each Tract on a pro rata basis for the cost of such maintenance to be provided by the Association as set forth in this Declaration, which assessment shall constitute an assessment lien upon the Tract against which each assessment is made. The right and authority of the City to maintain the Common Area shall cease and terminate when the Association, its successors or assigns, shall present to the City reasonable evidence of the Association's willingness and ability to resume maintenance of all or a portion of the Common Area, if approved by a majority vote of the members present at a meeting of the City Council of the City at which a quorum of the members thereof is present.

10.03 Release and Hold Harmless. Under no circumstances shall the City be liable to the Association or any Owner or their representative heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions relating in any manner to maintaining, improvement and preserving the Common Areas, and the Association releases and agrees to hold harmless the City from and against same.

10.04 Easement. In the event the City temporarily performs the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Area for the purposes of maintaining, improving and preserving the same.

10.05 Amendment; Construction. Notwithstanding anything herein to the contrary, the provisions of this Article X shall not be amended or deleted from this Declaration without the

written consent of the City. Other provisions of this Declaration may be amended or deleted without the necessity of the consent of the City. Nothing contained herein shall be construed to limit the municipal powers of the City, specifically including the powers of the City to protect the health, safety and welfare of the public. Any term or provision of the Declaration to the contrary notwithstanding, the City may take such action necessary to enforce City requirements against the Subdivision, the Association, the Owners and, so long as Declarant owns any Tracts within the Subdivision, the Declarant, for violation of municipal ordinances. Upon ten (10) days advance written notice to the Association, the City may proceed with the abatement of any violations of municipal ordinances, and may assess or lien the costs of such abatement against the Association or the Owners, as their interests may appear.

ARTICLE XI

ADDITIONAL PROPERTY

11.01 Declarant or the then current owner of any such additional property shall have the right to bring within the Property any additional property now or hereafter owned by either which is adjacent or in reasonable proximity to the Property or any property subject to a Supplemental Declaration of Protective Covenants (hereinafter defined) upon the approval of the Declarant in Declarant's sole discretion. Any additions of property authorized under this Article XI shall be made by filing of record a Supplemental Declaration of Protective Covenants (herein so called) executed by the Declarant and, if applicable, the then current owner of such additional property, with respect to the additional property, which shall extend this Declaration (except as modified or amended in such Supplemental Declaration of Protective Covenants) to such additional property. Each such Supplemental Declaration of Protective Covenants shall impose an annual maintenance charge assessment on the property covered thereby, on a uniform basis, which fairly relates to the maintenance charge and assessments imposed by this Declaration, and may contain such additions to or modifications of this Declaration (applying to the specific property covered thereby only) as may be designated in such Supplemental Declaration of Protective Covenants. The services provided by the Association which relate to the Property and to all or portions of such additional lands may vary in value or in kind. Each Supplemental Declaration of Protective Covenants may provide for maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from those provided for in this Declaration. Each Supplemental Declaration of Protective Covenants may contain such terms and provisions as are acceptable to Declarant and the owner of such additional property which is the subject of such Supplemental Declaration of Protective Covenants in their sole discretion. In the event of a conflict between the terms and provisions of this Declaration and the terms and provisions of a Supplemental Declaration of Protective Covenants, the terms and provisions of such Supplemental Declaration of Protective Covenants shall control with regard to the property added to this Declaration pursuant to such Supplemental Declaration of Protective Covenants.

11.02 Combining Lots. Any person owning two or more adjoining Lots, after first obtaining written consent from the Architectural Control Committee, may consolidate up to two Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation

must comply with the rules, ordinances, and regulations of any governmental authority having jurisdiction over the Properties. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration, a single Lot for purposes of a property assessment, and Owner shall be entitled to one vote for the single combined Lot. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easement. The combination or consolidation of portions of Lots into a single building site is prohibited. Lots adjoining at rear property lines are strictly prohibited from being joined.

IN WITNESS WHEREOF. Declarant has caused this Declaration to be executed effective as of, although not necessarily on, December 3rd, 2012.

DECLARANT:

BROOKS FARM HOMEOWNERS
ASSOCIATION, INC.

Dan E. McGee

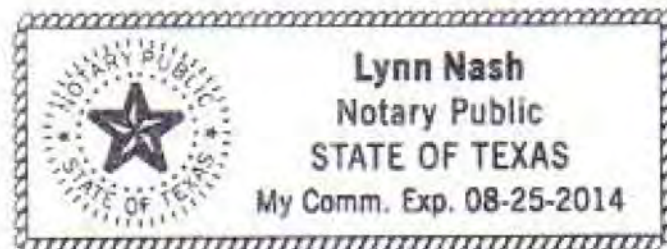
By: Dan E. McGee, its President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December 3rd, 2012, by Dan McGee, President of Brooks Farm Estates Homeowners Association, Inc., on behalf thereof and in the capacity herein stated.

(seal)



Lynn Nash
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/04/2012 01:51:20 PM
\$136.00 DF0STER
20121204001544070



A handwritten signature in cursive script that reads "Stacey Kemp".